

Michael Errante, Executive Director

INYO COUNTY LOCAL TRANSPORTATION COMMISSION



P.O. DRAWER Q INDEPENDENCE, CA 93526 PHONE: (760) 878-0201 FAX: (760) 878-2001

## AGENDA

## INYO COUNTY LOCAL TRANSPORTATION COMMISSION Bishop City Council Chambers 301 W. Line St., Bishop, CA 93514 8:00 a.m.

Justine Kokx is inviting you to a scheduled Zoom meeting.

Topic: Inyo County Local Transportation Commission Regular Meeting Time: Aug 21, 2024, 08:00 AM Pacific Time (US and Canada)

Join Zoom Meeting https://us02web.zoom.us/j/87189384155?pwd=yoXwbwdPVIVkrmUo9b3y1NFVDOspDf.1

> Meeting ID: 871 8938 4155 Passcode: 118905 • +1 669 900 9128 US (San Jose)

All members of the public are encouraged to participate in the discussion of any items on the Agenda. Questions and comments will be accepted via e-mail to: <u>jkokx@invocounty.us.</u> Any member of the public may also make comments during the scheduled "Public Comment" period on this agenda concerning any subject related to the Inyo County Local Transportation Commission. PUBLIC NOTICE: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Transportation Commission Secretary at (760) 878-0201. Notification 48 hours prior to the meeting will enable the Inyo County Local Transportation Commission to make reasonable arrangements to ensure accessibility to this meeting (28CFR 35. 102-35. ADA Title II).

## <u>August 21, 2024</u>

## 8:00 a.m. Open Meeting

- **1.** Roll Call
- 2. Public Comment

## ACTION ITEMS

- 1. Consent Agenda
- a. Request approval of the minutes of the meeting of June 19, 2024
- b. Approve FY22-23 Audit Engagement Letter with Price Paige & Company, Certified Public Accountants

Chair Celeste Berg, Vice-Chair Jeffery Ray, Commissioners: Jennifer Roeser, Stephen Muchovej, Jose Garcia, Scott Marcellin

2. Approve Letter of Support for Caltrans Mammoth Wildlife Crossing project

## **DISCUSSION ITEMS**

**3.** ICEVCINP Stakeholder engagement - Request Commission provide input into representatives of the stakeholder action committee

## **INFORMATIONAL ITEMS**

- 4. City of Bishop Report
- **5.** ESTA Executive Director's Report
  - Executive Director's Report
- 6. Caltrans Report
  - Caltrans Monthly Report
- 7. Tribal Report
- **8.** DVNP Report
- 9. USFS Report
- **10.** Executive Director's Report
  - Whitney Portal
  - HSIP Cycle 12 Trona Wildrose
  - LTC projects map & update

**11.**Reports from all members of the Inyo County LTC

## **CORRESPONDENCE**

Caltrans D9 report AADT through 2023 and truck AADT

## **ADJOURNMENT**

Adjourned until 8:00 a.m. Wednesday September 18, 2024, Bishop City Chambers

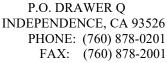
## **UPCOMING AGENDA ITEMS**

Caltrans presentation Mammoth Lakes US 395 Wildlife Crossing Project LTC Funding Workshop Letter of Support for WaterSMART Grant Program: Lone Pine Water Systems Upgrade



Michael Errante, Executive Director

## INYO COUNTY LOCAL TRANSPORTATION COMMISSION





## MINUTES

## INYO COUNTY LOCAL TRANSPORTATION COMMISSION Bishop City Council Chambers 301 W. Line St., Bishop, CA 93514 8:00 a.m.

All members of the public are encouraged to participate in the discussion of any items on the Agenda. Questions and comments will be accepted via e-mail to: <u>jkokx@invocountv.us.</u> Any member of the public may also make comments during the scheduled "Public Comment" period on this agenda concerning any subject related to the Inyo County Local Transportation Commission. PUBLIC NOTICE: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Transportation Commission Secretary at (760) 878-0201. Notification 48 hours prior to the meeting will enable the Inyo County Local Transportation Commission to make reasonable arrangements to ensure accessibility to this meeting (28CFR 35. 102-35. ADA Title II).

## June 19, 2024

8:04 a.m. Open Meeting

1. Roll Call

## **Commissioners Present**

Chair: Celeste Berg Vice Chair: Jeffery Ray Commissioner: Jennifer Roeser Commissioner: Jose Garcia Commissioner: Scott Marcellin

## **Others Present**

Justine Kokx: LTC Transportation Planner Tina Chinzi: LTC Secretary Neil Peacock: Caltrans Brandon Fitt: Caltrans Brian Winzenreid: Caltrans Ryan Dermody: Caltrans Mark Heckman: Caltrans E.McElwein

## **2.** Public Comment

None

## ACTION ITEMS

- 1. Consent Agenda
- a. Request approval of the minutes of the meeting of May 15, 2024, with correction adding Commissioner Garcia as present.
- b. Approve via Minute Order Final FY2024-2025 Overall Work Plan
- c. Approve Resolution No. 2024-02 Adopting 2024 Unmet Transit Needs
- d. Ratify via Minute Order the Letter of Support for the Big Pine Tribe's Active Transportation Plan

# \*\*Approval of the consent agenda motioned by Commissioner Roeser and seconded by Commissioner Garcia. All in favor.

**2.** Request Commission Approve Resolution No. 2024-03 Apportioning and Allocating the FY2024-2025 Local Transportation Funds (LTF)

Discussion:

Justine summarized this as the annual appropriation and allocation request for the local transportation funds. This is a requirement of the Transportation Development Act (TDA) and the LTC's organization procedure manual which lays out the process every year to allocate these funds.

This year's estimate is based on a 10-year rolling average that the auditor came up with as a conservative way to estimate it's \$971,690.00. Per the procedure manual and the TDA we are recommending to appropriate in the following manner: 10% to Administration \$97,169.00, \$7,000.00 for the Fiscal Audit, 2% to Bike and Ped Trust and the remaining amount of \$850,001.69 going to ESTA.

Commissioners had questions regarding funds in the Bike & Ped Trust funds and as to the procedure in adopting the LTC Organization Procedures Manual which lays out the budget allocation. Justine advised there is currently a little over \$200k in the fund and that at the last LTC Commission meeting those funds were committed towards a match if any of the projects were to win. She also communicated that although the Procedure Manual was approved years ago, it can be reviewed and revised at any time. Others have inquired about increasing the 2% recommended allocation up to 5%, which would mean revising the manual. The Commissioners agreed to move forward with this agenda item with the understanding that the resolution is guided by the content of the manual and any future changes that may be made. A workshop was suggested to better understand the manual in the future and to recommend changes as needed. Neil Peacock offered to assist Justine in getting the information together and gathering questions in advance to increase efficiency.

# \*\*Approval of Resolution No 2024-03 motioned by Commissioner Marcellin and seconded by Commissioner Roeser. All in favor.

**3.** Request Commission approve Resolution No. 2024-04 allocating FY2024-2025 State Transit Assistance (STA) Funds in the amount of \$225,961 to Eastern Sierra Transit Authority (ESTA) for public transit operating and capital expenses.

## Discussion:

Justine outlined that this STA funding is also under the purview of the TDA and also included in the claim form in the previous staff report. These funds are derived from diesel fuel tax and are distributed by the State Controller's office. The TDA requires claimants to meet certain performance criteria which is outlined on the claim form and in the staff report. They must have complied with a fiscal audit and the triennial performance audit, as well as providing their draft budget. Their services must be consistent with the RTP and TDA and they must show a reasonable effort has been made to implement recommendations from the unmet transit needs process. There is an efficiency standard they need to go through to determine if any of the funds would be limited to capital restricted funds only, which they did exceed in both, at which 5.1%, or a little over \$11k will be restricted to capital expenditures with the remaining being used for operating expenses.

# \*\*Approval of Resolution No 2024-04 motioned by Commissioner Garcia and seconded by Commissioner Marcellin. All in favor.

4. Request Commission Approve Resolution No. 2024-05 Allocating FY2022-2023 LTF Reserves

Discussion:

Justine discussed how in October 2021 the Commission developed the method to distribute LTF reserves at the end of every fiscal year. In summary, the method is keeping 30% of the current year's allocation in the trust but distributing the prior year's fund balance to ESTA following the methodology of the LTF.

Currently there is \$274,096 to be distributed which includes 10% or \$27,410 to Admin, \$15k for the triennial performance audit coming up, and 2% or \$4,634 to the Bike and Ped Fund which then leaves \$227,052 to ESTA.

Commissioners discussed funding and future ideas to be shared with ESTA Executive Director Phil at a future time when he is present.

# \*\*Approval of Resolution No 2024-05 motioned by Commissioner Roeser and seconded by Commissioner Garcia. All in favor.

**5.** Request Commission Approve Resolution No. 2024-06 Apportioning and Allocating FY2023-2024 Regional Surface Transportation Program (RSTP) Exchange Funds

## Discussion:

Justine explained that this is the Federal funding program that allows counties with populations under 200K to exchange RSTP funds provided under the FAST act for unrestricted State

Highway account funds. These funds can be used for roads projects, roads maintenance and for leveraging which is something to think about in the future. These funds need to be allocated to the City and to the County on an equitable basis. There are three options, and we are recommending the most equitable, which is population based rather than lane miles. The City of Bishop would receive \$35,168 and Inyo County would receive \$140,674. Commissioners discussed that going forward, they would be interested in creating another formula that takes into consideration how best to balance the needs of all county roads being travelled rather than just being based on population since many of the roads both in Bishop and throughout Inyo County are travelled by more than just the population of map lines. Commissioner Marcellin pointed out there are also many County roads on tribal lands that need maintenance and thanks to Map Quest there are more tourists travelling on those roads as well. Chair Berg suggested comparing other similar jurisdictions and evaluating the formula they apply to come up with more options for the future.

# \*\*Approval of Resolution No 2024-06 motioned by Commissioner Ray and seconded by Commissioner Marcellin. All in favor.

## **DISCUSSION ITEMS**

## **INFORMATIONAL ITEMS**

6. Q3 OWP Report/Rural Planning Assistance invoice to Caltrans

## 7. City of Bishop Report

Nora Gamino reported the ATP grant application was submitted slightly larger than anticipated at \$15,450,000. It started as a larger project but was scaled back through public engagement. It ended at rehabilitation of the Sierra Street bike path, sidewalks, and multi-use paths on Sierra St, Yaney St, Home St and Hanby, with the idea of connecting Bishop which is where it earned its name "Connecting Bishop'. The grant was written in house and supported by Eastern Sierra Engineering who did the preliminary engineering, and we hope to hear back in November.

## **8.** ESTA Executive Director's Report

Commissioners will hold questions for Phil for the next time.

- **9.** Caltrans Report
  - MOU Projects Update Brian Winzenreid provided an update of the Olancha Cartago four-lane project and summarized the projects resulting from the Tri- County MOU. Brian has been involved in all of these projects since the early 2000's. He provided a summary of the funding split of the MOU, the prioritization of safety since its inception and resulting improvements to US 395. The Olancha project is an MOU project that is currently under construction. The project is back on track after multiple delays and funding challenges as a result of unprecedented storm events during the winter of 22-23 and tropical storm Hilary. The CTC just approved an additional \$33 million in state RTIP funding to address these challenges. He summarized the monetary contribution of MOU projects by the partners and state and reflected on the vast improvements in safety

that these projects have realized. He concluded by plugging continuing the MOU, or some version of it into the future.

- 'Top-5' Regional Funding Priority List Neil Peacock provided a presentation of the City & County's top 5 regional projects as reflected in the regional plans and priorities.
- Caltrans Monthly Report Neil provided the monthly report detailing traffic conditions, project updates impacting Inyo County.

## **10.** Tribal Report

None

## **11.** DVNP Report

None

12. USFS Report

None

- **13.** Executive Director's Report
  - LTC projects map/update
  - Inyo County submitted a Cycle 7 ATP grant: Connecting Tecopa
  - Inyo PW hired a seasonal staff to help catch up on Pavement Inventory

14. Reports from all members of the Inyo County LTC

## **CORRESPONDENCE**

None

## **ADJOURNMENT**

Meeting Adjourned at 9:53 am until 8:00 a.m. Wednesday July 17, 2024, Independence Board Chambers

## UPCOMING AGENDA ITEMS

ICEVCINP Stakeholder identification Project identification for Future PSR's Develop Leveraging Strategy/Policy to incorporate into RTP Letter of Support for WaterSMART Grant Program: Lone Pine Water Systems Upgrade



The Place to Be

July 8, 2024

Michael Errante, Executive Director Celeste Berg, Chair Inyo County Local Transportation Commission 168 N. Edwards Street Independence, California 93526

We are pleased to confirm our understanding of the services we are to provide the Inyo County Local Transportation Commission (the Commission) for the year ended June 30, 2023.

#### Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the Planning Fund, the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the Commission as of and for the year ended June 30, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Commission's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Commission's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedule Planning Fund

We have also been engaged to report on supplementary information other than RSI that accompanies the Commission's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- 1) Combining Statement of Fiduciary Net Position Private Purpose Trust Funds
- 2) Combining Statement of Changes in Fiduciary Net Position Private Purpose Trust Funds
- 3) Statement of Revenues, Expenditures and Changes in Fund Balance Budget and Actual by Funding Source Planning Fund
- 4) Schedule of Allocations and Expenditures Local Transportation Fund
- 5) Schedule of Allocations and Expenditures State Transit Assistance Fund

570 N. Magnolia Avenue, Suite 100 Clovis, CA 93611

> tel 559.299.9540 fax 559.299.2344

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

#### Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the Commission and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

- Management override of controls
- Improper revenue recognition due to fraud

Our audit of the financial statements does not relieve you of your responsibilities.

#### Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

#### Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Commission's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

#### **Other Services**

We will also assist in preparing the financial statements and related notes of the Commission in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with all nonaudit services we provide, and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial

statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information letter that (1) you are responsible for presentation of the supplementary information (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

#### Electronic Data Communication and Storage and Use of Third Party Service Provider

In the interest of facilitating our services to the Commission, we may communicate by facsimile transmission, send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to the Commission may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as providers of tax return preparation and document management software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require all of our third-party vendors to do the same.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors, and consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

#### Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

We will provide copies of our reports to the Commission; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Price Paige & Company and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to your cognizant agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Price Paige & Company personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date. ShareFile is used solely as a method of exchanging information and is not intended to store the Commission's information.

Upon completion of the engagement, data and other content will be removed from ShareFile in accordance with Price Paige & Company's policy.

Fausto Hinojosa, CPA, CFE is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. To ensure that Price Paige & Company's independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fee for the Commission's June 30, 2023 annual audit is \$6,298. Our fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you before we incur the additional costs. Our fees for these services will be billed at the hourly billing rates for the individual involved, plus out-of-pocket expenses. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. We will issue a monthly billing statement for the work completed in that month. Payments for services are due when rendered and interim billings may be submitted as work progresses and expenses are incurred.

If any dispute pertaining to our work product arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

All work will be suspended if your account becomes 90 days past due. No work will be resumed until your account is fully paid. You acknowledge and agree that in the event we stop work or withdraw from this engagement as a result of your failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable for any damages that occur as a result of our ceasing to render services. Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

#### Reporting

We will issue a written report upon completion of our audit of the Commission's financial statements. Our report will be addressed to the Board of Commissioners of the Inyo County Local Transportation Commission. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by Government Auditing Standards. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the Commission's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the Commission's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Commission is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in Government Auditing Standards may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to the Commission and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please return a signed copy to us at your earliest convenience.

Very truly yours,

Fausto Hinojosa, CPA, CFE Price Paige & Company

....

**RESPONSE:** 

This letter correctly sets forth the understanding of the Inyo County Local Transportation Commission.

Management Signature

LTC Executive Director Title LTC Vice-Chair

Board Chair Signature

Date

.



The Place to Be

July 8, 2024

Michael Errante, Executive Director Inyo County Local Transportation Commission 168 N. Edwards Street Independence, California 93526

Dear Michael:

This letter confirms the engagement of Price Paige & Company by the County of Inyo Local Transportation Commission for professional consulting services as described below:

We will prepare the annual reports of financial transactions for the Commission for the year ended June 30, 2023.

All workpapers or other documents used by us during this engagement will be maintained in segregated files, and such originals and all copies will be returned to you upon the completion of our engagement.

You agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### Electronic Data Communication and Storage and Use of Third-Party Service Provider

In the interest of facilitating our services to the Commission, we may communicate by facsimile transmission, send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to the Commission may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as providers of tax return preparation and document management software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require all of our third-party vendors to do the same.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors, and consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

#### **Engagement Administration, Fees and Other**

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

It is our policy to keep records related to this engagement for a minimum of seven years after the report release date.

570 N. Magnolia Avenue, Suite 100 Clovis, CA 93611

> tel 559.299.9540 fax 559.299.2344

July 8, 2024 Page 2

ShareFile is used solely as a method of exchanging information and is not intended to store the City's information. Upon completion of the engagement, data and other content will be removed from ShareFile in accordance with Price Paige & Company's policy.

Our fee for the professional consulting services to assist the Commission is \$500 for the year ended June 30, 2023. Our fees are based on expected hours required to perform the service at our standard hourly rates. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your consulting engagement. Our billing rates are reviewed annually and, where appropriate, adjusted for any increases due to inflation and other factors. We will issue a monthly billing statement for the work completed in that month. Payments for services are due when rendered and interim billings may be submitted as work progresses and expenses are incurred. Our fee estimate is based on anticipated cooperation from your personnel and assumption that unexpected circumstances will not be encountered. If significant time is necessary, we will discuss it with you before we incur additional costs. The fees for these services will be billed at the hourly billing rate for the individual involved, plus out-of-pocket expenses.

If any dispute pertaining to our work product arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

All work will be suspended if your account becomes 90 days past due. No work will be resumed until your account is fully paid. You acknowledge and agree that in the event we stop work or withdraw from this engagement as a result of your failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable for any damages that occur as a result of our ceasing to render services. Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

If information becomes known that would make our continued involvement in this engagement inappropriate, or parties involved change, we reserve the right to withdraw from this engagement. In addition, we will refuse to perform any requested act that we deem a violation of law, public policy, or our professional ethical standards, and may, as a result, withdraw from the engagement without penalty.

In no event will our firm be liable for incidental or consequential damages resulting from our performance on this engagement, even if we have been advised of the possibility of such damages.

If these terms are in accordance with your understanding and meet with your approval, please return a signed copy via email or regular mail at your earliest convenience. This agreement will become effective when you return the signed copy to us.

If the need for additional services arises, our agreement with you will need to be revised. It is customary for us to describe these revisions in an addendum to this letter.

Sincerely,

Joshua Giosa, CPA Price Paige & Company

**RESPONSE:** 

This letter correctly sets forth the understanding of the County of Inyo Local Transportation Commission.

Management Signature

LTC Executive Director 8/6/2024





Michael Errante Executive Director

PHONE: (760) 878-0201 FAX: (760) 878-2001

## STAFF REPORT

<b>MEETING:</b>	August 21, 2024
PREPARED BY:	Justine Kokx, Transportation Planner
SUBJECT:	<b>Agenda Item No. 2</b> -Request Commission Approve Letter of Support for the Mammoth Lakes US 395 Wildlife Crossing Project

## Background

Mono County in partnership with Caltrans District 9 is seeking funding through the Federal Highways Administration (FHWA) Wildlife Crossings Pilot Program (WCPP) for the design phase of the Mammoth Lakes US 395 Wildlife Crossing project. The project would develop a wildlife crossing corridor with the objective of reducing Wildlife Vehicle Collisions (WVCs) on United States Route 395 and State Route 203 in Mono County, California. This corridor outside Mammoth Lakes is a high concentration area for WVCs, primarily involving mule deer, and is considered to be a high priority corridor by the Bureau of Land Management and National Fish and Wildlife Foundation in the California State Action Plan for Mule Deer (USDI S.O. 3362). This area is also included in the CDFW Wildlife Barriers Priority List and the California Essential Habitat Connectivity report as a priority area to address wildlife connectivity in California.

Mono County is requesting \$8 million of the \$10 million total phase cost to complete engineering design and acquire permits and property needed prior to construction of two overpasses, one underpass, existing bridge enhancements, wildlife detection system, wildlife exclusion fencing and jump outs. Caltrans will provide an in depth presentation of this project at the next ICLTC meeting.

## **Requested Action**

Staff is requesting your Commission review the attached draft letter of support, provide input if needed, and approve the submission of the letter to the Mono County Project Manager.

Attachment: Draft Letter of Support for the Mammoth Lakes US 395 Wildlife Crossing Project



## INYO COUNTY LOCAL TRANSPORTATION COMMISSION



P.O. DRAWER Q INDEPENDENCE, CA 93526 PHONE: (760) 878-0201 FAX: (760) 878-2001

Michael Errante Executive Director merrante@inyocounty.us 760-878-0201

## August 21, 2024

Attn: Olya Egorov Mono County Office of Planning 1290 Tavern Rd. Mammoth Lakes, CA 93546

## Subject: Letter of Support for the Caltrans Mammoth Lakes Wildlife Crossing Project

Dear Ms. Egorov,

## **Project Description**

The Inyo County Local Transportation Commission (ICLTC) wishes to express its enthusiastic support for the Caltrans Mammoth Lakes Wildlife Crossing Project. As a regional transportation agency representing Inyo County, bordering Mono County to the south, we recognize the critical importance of preserving our local wildlife and their habitats. This project represents a significant step forward in ensuring public safety and addressing the issue of wildlife-vehicle collisions (WVCs).

Wildlife crossings are essential for reducing WVCs, which not only pose a serious risk to drivers but also threaten the survival of many species. While deer are the primary victims of WVCs, bears and coyotes are also negatively impacted. By providing safe passage for animals across US 395 and Hwy 203, the project protects mule deer herds during their critical annual migration periods. Additionally, these crossings can serve as vital links between fragmented habitats, maintaining biodiversity, allowing for greater genetic diversity, and the long-term viability of local wildlife populations.

## Our Role and Commitment as a Partner

ICLTC is committed to partnering with Mono County on this important project. Our role will include:

- **Providing Local Expertise**: Offering insights and data on local wildlife movement patterns and traffic safety concerns.
- **Stakeholder Coordination**: Facilitating collaboration with local stakeholders, including government agencies, conservation groups, and community organizations.

- **Public Outreach**: Leading efforts to educate the public on the importance of wildlife crossings and the benefits of the project.
- **Support for Environmental Reviews**: Assisting in the environmental review process to ensure compliance with Federal, State, and local requirements.

## **Alignment with Goals and Priorities**

We believe that the Caltrans Mammoth Lakes Wildlife Crossing Project aligns well with the goals of the Wildlife Crossings Pilot Program (WCPP) and our organization's mission to enhance public safety and preserve natural habitats. Specifically, this project will:

- Improve safety by reducing WVCs.
- Enhance habitat connectivity for terrestrial species, thereby maintaining biodiversity.
- Serve as a model for innovative, forward-thinking solutions to environmental and safety challenges.

## **Collaborative Efforts**

Our collaboration with Mono County and other stakeholders will ensure the successful implementation of the project. We have engaged in thorough planning with Mono County and consulted with Caltrans District 09 to outline clear roles and responsibilities. We are confident that this partnership will lead to significant improvements in public safety and wildlife conservation.

## Conclusion

ICLTC commends Mono County for its dedication to this important cause and urges all relevant stakeholders to support and expedite the implementation of the wildlife crossing project. It is a vital investment in the future of our natural heritage and the safety of travelers and residents throughout the Eastern Sierra corridor.

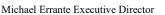
ICLTC looks forward to the successful completion of the Mammoth Lakes Wildlife Crossing Project and the positive impact it will have on the safety of animals, the environment, and public safety.

Thank you for your consideration.

Sincerely,

Jeffery Ray Vice Chairperson Inyo County Local Transportation Commission





PHONE: (760) 878-0201 FAX: (760) 878-2001

## STAFF REPORT

<b>MEETING:</b>	August 21, 2024
PREPARED BY:	Justine Kokx, Transportation Planner
SUBJECT:	<b>Agenda Item No. 3</b> -Request Commissioner input into the Stakeholders list for the Inyo County Electric Vehicle Charging Infrastructure Network Plan

### Background

In March 2023, The Inyo County LTC with the assistance of LSC Transportation Planning Consultants, Inc., submitted a successful grant proposal to the Caltrans Sustainable Transportation Planning Grant Program to prepare an Inyo County Electric Vehicle Charging Infrastructure Network Plan (ICEVCINP). The Plan will outline a path forward to install effective and equitable EV charging infrastructure throughout Inyo County and to electrify the county-owned vehicle fleet by gathering data, evaluating the physical and financial feasibility of expanding the charging network in the county, and conducting a site analysis for EV charging locations, with an emphasis on county-operated properties. The Plan will also provide a high-level analysis of hydrogen fueling feasibility in Inyo County. DKS Associates was chosen as the successful bidder to develop the ICEVCINP.

A stakeholder advisory committee will be formed at the start of the planning process to help guide the project. The Project team will coordinate with the Los Angeles Department of Water and Power and Southern California Edison, the Bishop Paiute Tribe, Big Pine Paiute Tribe, Fort Independence, Lone Pine Reservation, Timbisha Shoshone Tribe, Eastern Sierra Transit Authority, Caltrans, the City of Bishop, school districts and neighboring counties throughout the planning process to establish equity in EV infrastructure planning and prevent "charging deserts", where public charging is scare or nonexistent. With the help of expert advice and careful planning, the ICLTC and Inyo County communities will be able to meet the anticipated demands for EV charging facilities sooner and more efficiently.

## **Requested Action**

Staff is requesting your Commission review the attached list of stakeholders and provide input into additional individuals and/or entities that should also be included. Advise staff of any requested changes or additions to the proposed list.

Attachments:

• Initial Draft Stakeholder list for the ICEVCINP

#### **Draft Stakeholders list ICEVCINP**

Title	
Government Relations Manager - SCE	
Electric Distribution Mechanic Supervisor	
Title	
Supervising Transportation Planner	

**Transportation Planning Unit** Caltrans D9 Associate Transportation Planner

## Agency contacts

Ben Downard

Rick Franz

Title Sherri Lisius Field Manager, Bureau of Land Management Adam Barnett Public Services Staff Officer, Inyo National Forest Abby Wines Management Analyst, Death Valley National Park Mike Reynolds Superintendent, Death Valley National Park

#### Local community organizations

Tawny Thompson	Chamber of commerce in Bishop,	
Angelica Mora Rodriguez	Lone Pine Chamber of Commerce	
Doug Thompson	Whitney Portal Store & Hostel Owner	
Susan Sorrells	Owner of Shoshone Village	

City of Bishop contacts	Title	
Nora Gamino	Director of Public Works	
Anastasiia Budnyk	Assistant City Planner	

### **ESTA**

Phil Moores

## Title **Executive Director**

#### **Invo County contacts**

Michael Errante Cap Aubrey Ashley Helms Chris Cox Jorge "Daniel" Briceño **Tyson Sparrow** Meaghan McCamman

#### **Tribe Contacts**

## **Cindy Duriscoe Brian Adkins Meryl Picard** Carl Dahlberg Mel O. Joseph

Title **Public Works Director** Assistant Public Works Director **Deputy Public Works Director - Airports** Public Works Deputy Director of Facilities, Water and Parks Parks Manager **Technical Building Official Deputy County Administrator** 

#### Title

Air Program Coordinator, Big Pine Paiute Tribe Environmental Director, Bishop Paiute Tribe Tribal Chairwoman, Bishop Paiute Tribe Administrator, Fort Independence Indian Community Environmental Director, Lone Pine Paiute-Shoshone Reservation Non-Profit contactsTitlePam BoldSecretary, High Sierra Energy Foundation

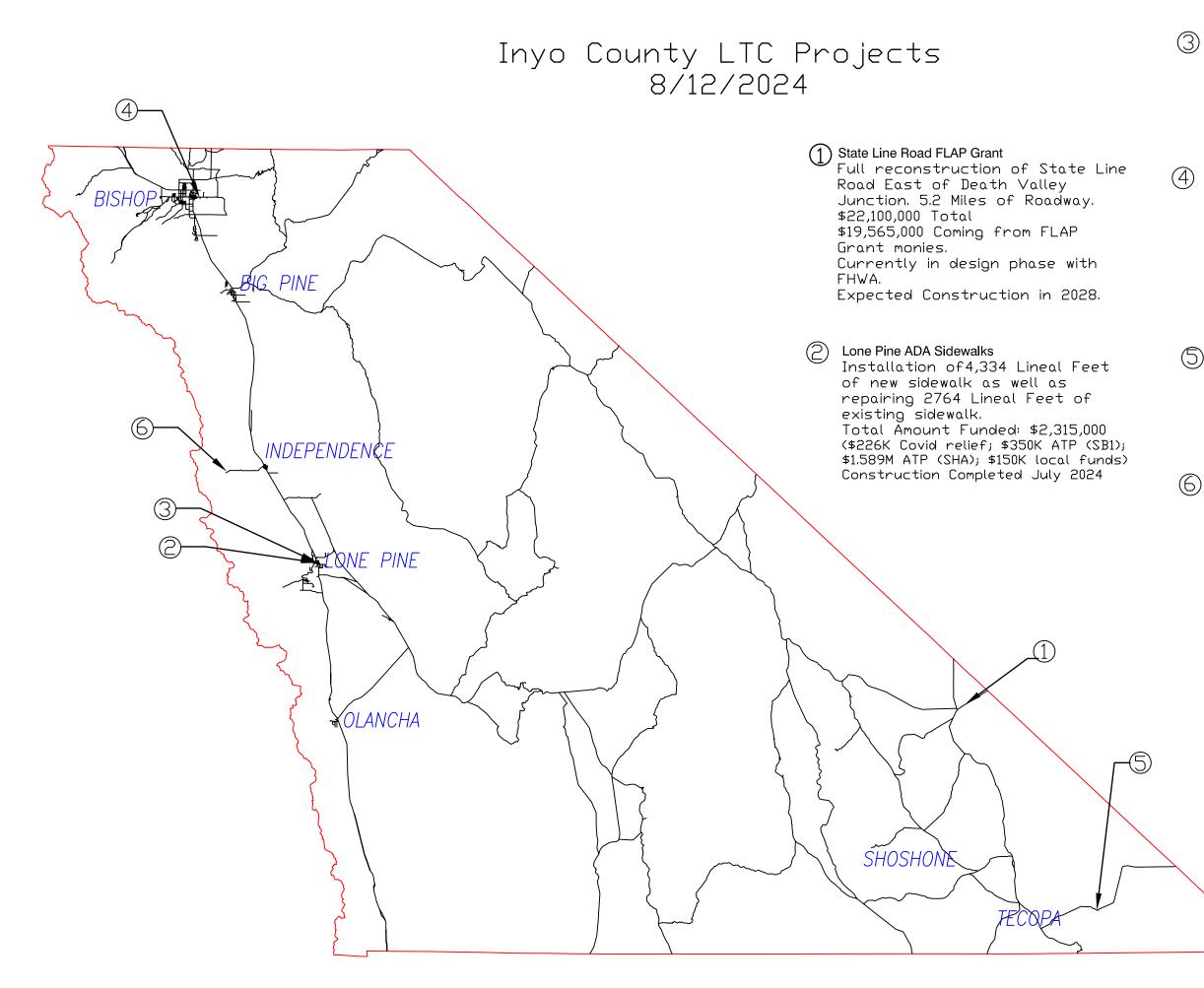
#### **Interested Private EV industry contacts**

Jesse GilholmGreen Water and PowerScott OlsenUS Energy

### **School Districts**

Big Pine Unified School District Bishop Unified School District Death Valley Unified School District Lone Pine Unified School District Owens Valley Unified School District Round Valley Joint Elementary School District

### **Hospitals/Other Contacts?**



- (3) Lone Pine Town Streets Rehabilitation Repaying of 18 Road Miles within the town of Lone Pine with 2.5" of Hot Mix Asphalt. Construction expected in 2025. Total Amount Funded: \$3,400,000
- (4) East Line Street Bridge In Bishop on East Line Street at Bishop Creek Canal. Replace the existing 18.5 foot span wide structure with a new bridge that has a 30 foot span and 60 foot width. Total Proposed cost \$1,531,000.

Anticipated Construction: 2027.

5 HSIP Grant (Emigrant Pass)

Dld Spanish Trail Hwy (1.2 miles)
Emigrant Pass - High friction
surface treatment, chevron signs,
flashing beacon
\$209,600 (\$188,640 HSIP funds)
Anticipated Construction: Sept 2025
Design Currently Underway...

Onion Valley Guardrail Project Replacement of Guardrails along Onion Valley Road in various locations.

\$997,000 Grant with no match required. However, approximately \$300,000 in RMRA funds were injected to cover the costs beyond the scope of the HSIP grant

Construction Completed May 2024





District 9 Planning Unit



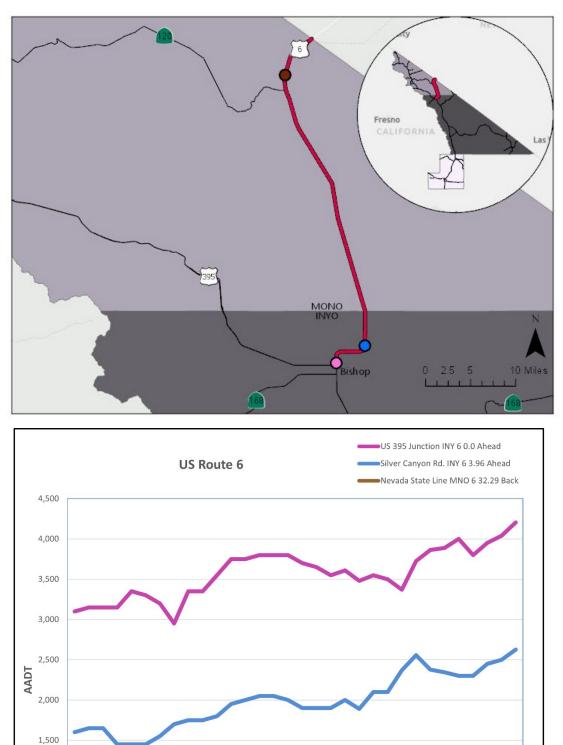


Average Annual Daily Traffic (AADT) Vehicle Counts and Truck Counts

1992 through 2023

AADT – the estimated daily traffic at a location based on a yearly average. Counts are taken at designated census stations.

# AADT for US 6, Inyo and Mono Counties



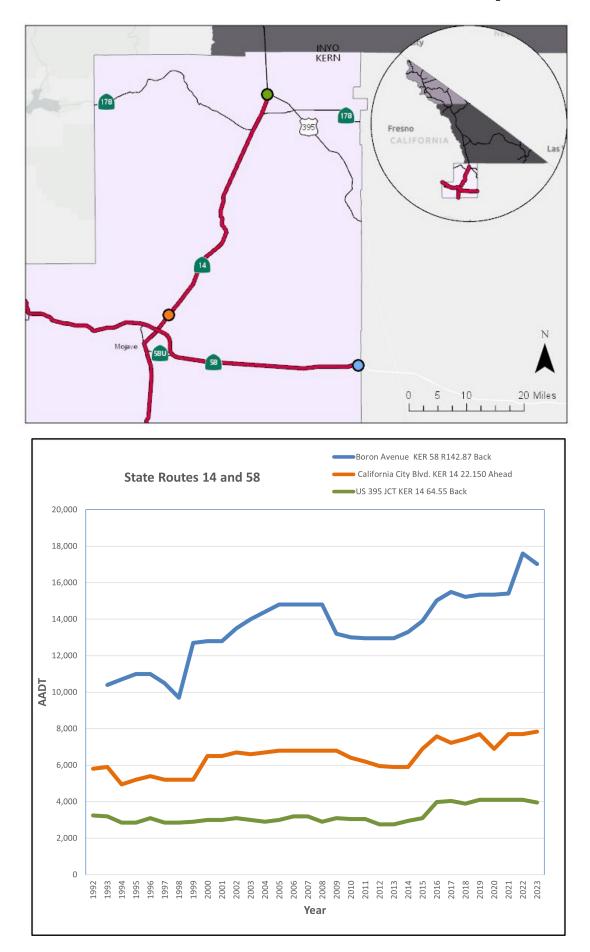
July 2024

1,000

500

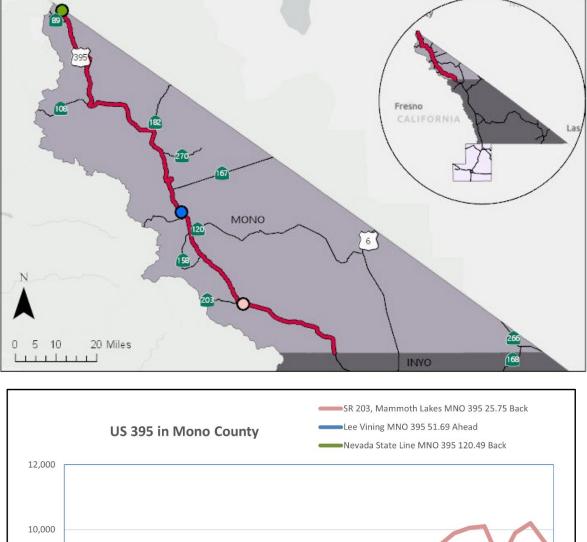
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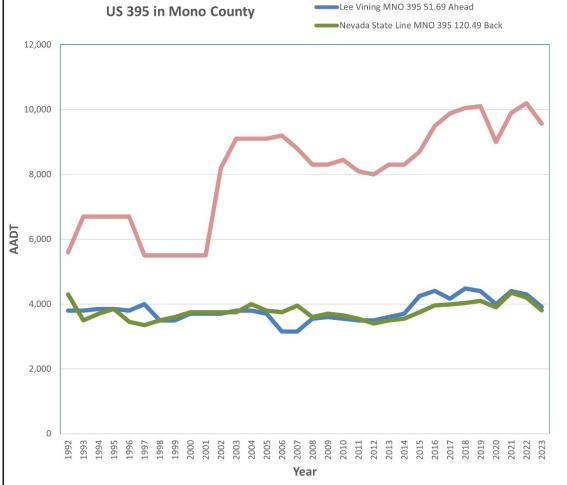
# AADT for SR 14 & SR 58, Kern County



July 2024

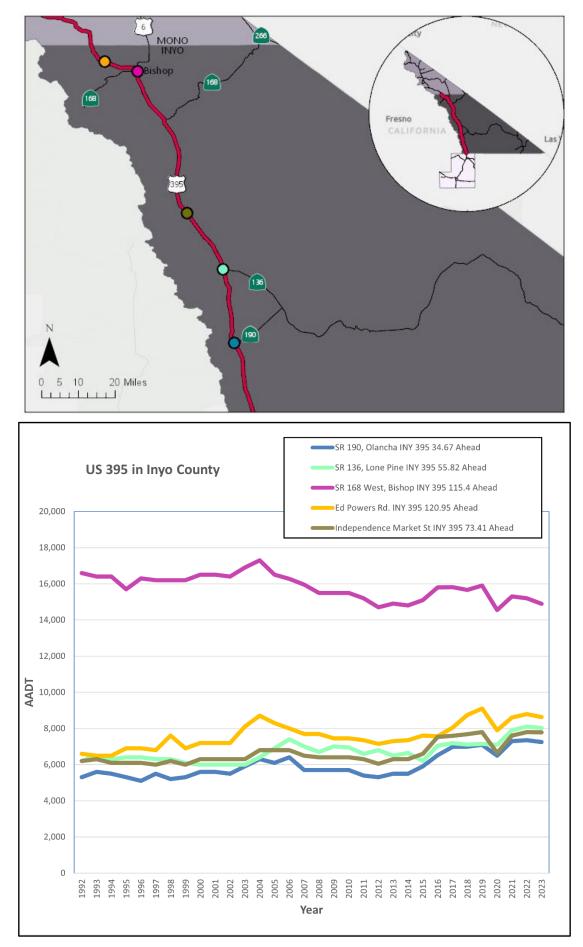
# AADT for US 395, Mono County





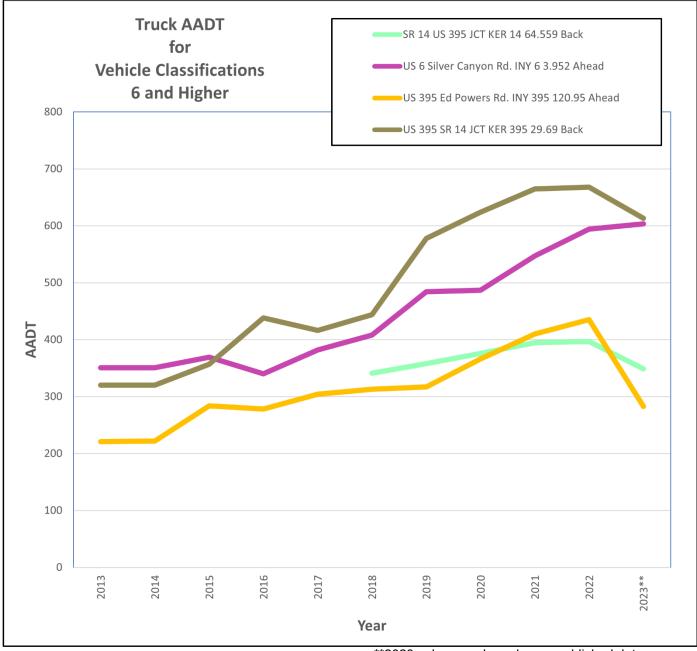
July 2024

# AADT for US 395, Inyo County



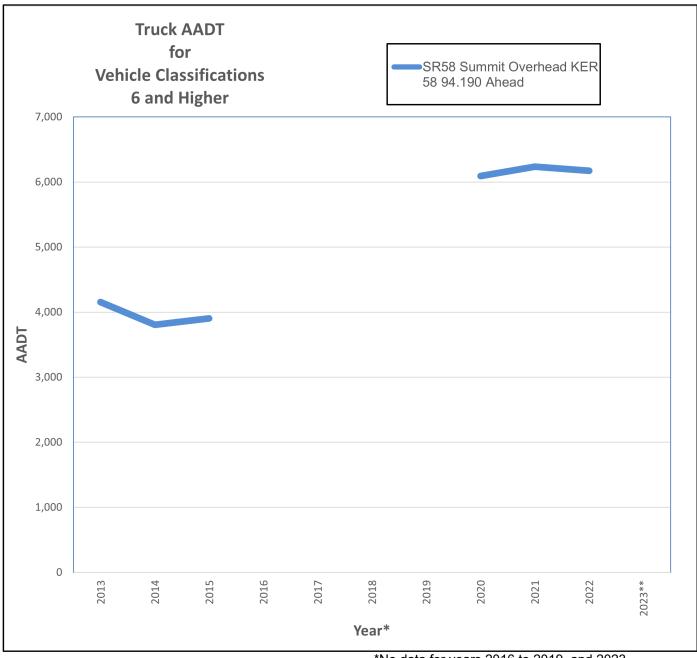
July 2024

Truck AADT for Routes 6, 14 and 395



\*\*2023 values are based on unpublished data

Truck AADT for State Route 58 East of Tehachapi



\*No data for years 2016 to 2019, and 2023 \*\*2023 values are based on unpublished data

	Figure C-1 – FitwA vehicle Classification Sc	
Class	Illustration	Description
1		Motorcycles
2		Passenger Cars
3		Pickups/Vans
4		Buses
5		6 tire two-axle single unit trucks
6		Three axle single unit trucks
7		Four or more axle single unit trucks
8		Four or fewer axle truck and trailer combinations
9		Five axle truck and trailer combinations
10	600	Six or more axle truck and trailer combinations
11		Five or fewer axle multis
12		Six axle multis
13		Seven or more axle multis
14		Five axle truck and trailer combinations
15		Errors/Unknown

## Figure C-1 – FHWA Vehicle Classification Scheme